

State Farm Insurance Companies



*Proof of Denied
Claim by State Farm*

June 4, 2007

Fire Claim Central
1440 Granville Rd.
P. O. Box 3001
Newark, Ohio 43093
1-888-620-5212
Fax 1-888-620-5211

Stefanie Mueller
3153 Mayridge CT Apt 1
Cincinnati, OH 45211-6815

RE: Claim Number: 35-H203-323
Date of Loss: June 2, 2007

Dear Ms. Mueller:

As we discussed on June 4, 2007, we have completed our evaluation of your loss and have determined there is no coverage as a result of the water and/or sewer that entered your residence. This damage is specifically excluded under your Renters Policy, FP-7954, which states the following:

SECTION I - LOSSES INSURED COVERAGE B - PERSONAL PROPERTY

We insure for accidental direct physical loss to property described in Coverage B, except as provided in **SECTION I - LOSSES NOT INSURED**.

SECTION I - LOSSES NOT INSURED

2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
 - c. **Water Damage**, meaning:
 - (1) flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, all whether driven by wind or not;
 - (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface

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water which is drained from the foundation area;
or

- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for any direct loss by fire, explosion or theft resulting from water damage, provided the resulting loss is itself a Loss Insured.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

b. defect, weakness, inadequacy, fault or unsoundness in:

- (3) materials used in construction or repair; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the **residence premises**; or

However, we do insure for any resulting loss from items a., b. and c. unless the resulting loss is itself a Loss Not Insured by this section.

Your policy includes Endorsement Form #FE5722 which states the following:

**FUNGUS (INCLUDING MOLD) EXCLUSION ENDORSEMENT
DEFINITIONS**

In all policies, the following definition is added:

"fungus" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

SECTION I - LOSSES NOT INSURED

IN SPECIAL FORM 3 policies only, item 1.j. is replaced by the following:

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j. rust, or wet or dry rot;

The following is added to item 2. of LOSSES NOT INSURED in SPECIAL FORM 3 policies or under LOSSES NOT INSURED in BASIC MODIFIED REPLACEMENT COST - FORM 1 policies:

Fungus, including the growth, proliferation, spread or presence of **fungus**, and including:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the described premises or location of the rebuilding, repair or replacement of that property, by **fungus**;
- (2) any remediation of **fungus**, including the cost or expense to:
 - (a) remove or clean the **fungus** from covered property or to repair, restore or replace that property;
 - (b) tear out and replace any part of the building or other property as needed to gain access to the **fungus**;
 - (c) contain, treat, detoxify, neutralize or dispose of or in any other way respond to or assess the effects of the **fungus**; or
 - (d) remove any property to protect it from the presence of or exposure to **fungus**;
- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of **fungus**, whether performed prior to, during, or after removal, repair, restoration or replacement of covered property.

SECTION II - Exclusions

In all policies, the following exclusion is added to item 1.:

1. any:

- (1) **bodily injury, personal injury, or property damage** arising out of the actual, alleged or

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threatened inhalation of, ingestion of, consent with,
exposure to, existence of, or presence of any **fungus**
at or from any source or location; or

(2) loss, cost or expense arising out of any:

- (a) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of on in any way respond to or assess the effects of **fungus**; or
- (b) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **fungus**.

All other policy provisions apply.


Further, your policy includes a time frame in which you may dispute this claim. Please refer to your policy, which reads as follows:

SECTION I - CONDITIONS

7. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions. The action must be started within one year after the date of loss or damage.

If you have any additional information regarding this claim which has not been previously considered, or if you desire any additional explanation, please contact us.

Sincerely,


Jonathan Forgrave
Claim Representative
1-888-620-5212 Ext. 4161

State Farm Fire and Casualty Company

cc: Brown, Ricky L, -3294

MUELLER, STEFANIE
3225 WESTBROOK DR APT 1
CINCINNATI OH 45238-2220

AMENDED JUN 7 2007

Policy Period 12 Months	Effective Date NOV 1 2006	Expiration Date NOV 1 2007
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The policy period begins and ends at 12:01 am standard time at the residence premises.



RENTERS POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Residence Premises Same as Insured's Address

Your policy is amended JUN 7 2007
INSURED NAME AND/OR ADDRESS CHANGE

Coverages & Property SECTION I B Personal Property C Loss of Use SECTION II L Personal Liability (Each Occurrence) Damage to Property of Others M Medical Payments to Others (Each Person)		Limits of Liability \$ 15,000 Actual Loss Sustained \$ 300,000 \$ 500 \$ 1,000	Inflation Coverage Index: 203.9 Deductibles - Section I All Losses \$ 500 In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.
Loss Settlement Provision (See Policy) B1 Limited Replacement Cost - Coverage B Forms, Options, & Endorsements Renters Policy Amendatory Endorsement Policy Endorsement Fungus (Including Mold) Excl Motor Vehicle Endorsement Amendatory Endorsement		FP-7954 FE-7265 FE-5320 FE-5399 FE-5452 FE-5304	Endorsement Premium NONE Discounts Applied: Home Alert Claim Free

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

FP-7001.6C

2330 2 51 1

Prepared: JUN 13 2007

RICK BROWN CLU
513-662-3593